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August 19, 1999

 **BELLSOUTH**

REC'D TN

REGULATORY AUTH.

Guy M. Hicks

General Counsel

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EXECUTIVE SECRETARY

VIA HAND DELIVERY

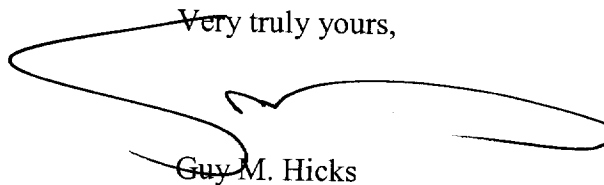
David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996*
Docket No. 99-00430

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of the Joint List of Unresolved Issues in the above-referenced docket. Copies of the enclosed are being provided to counsel of record for all parties.

Very truly yours,



Guy M. Hicks

GMH:ch
Enclosure

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

Petition by ITC^DeltaCom Communications,)	
Inc., d/b/a ITC^DeltaCom for Arbitration of)	
Certain Unresolved Issues in Interconnection)	DOCKET NO: 99-00430
Negotiations Between ITC^DeltaCom and)	
BellSouth Telecommunications, Inc.)	

JOINT LIST OF UNRESOLVED ISSUES

The parties hereby jointly submit a list of the remaining unresolved issues in this Arbitration. It should, however, be noted that while the parties have attempted to clarify the wording of these issues for the benefit of the Tennessee Regulatory Authority and its Staff, the parties are not in agreement that all the listed issues are appropriate for arbitration. Further, the parties have been unable to agree on the wording of issues 1(a) and 5. The remaining revised unresolved issues are set forth below as numbered in DeltaCom's Petition for Arbitration.

1. **Issue 1(a):** Should BellSouth be required to comply with the performance measures and guarantees for pre-ordering/ordering, resale and unbundled network elements (UNEs), provisioning, maintenance, interim number portability and local number portability, collocation, coordinated conversions and the bona fide request processes as set forth fully in Attachment 10 of Exhibit A to this petition?

NOTE: BellSouth believes that Issue 1(a) should be worded as follows:
ITC^DeltaCom disagrees.

Issue 1(a): Should BellSouth be required to comply with performance measures for pre-ordering/ordering, resale and unbundled network elements (UNEs), provisioning, maintenance, interim number portability and local number portability, collocation, coordinated conversions and the bona fide request processes?

2. **Issue 1(b):** Should BellSouth be required to waive any nonrecurring charges when it misses a due date? If so, under what circumstances and for which UNEs?
3. **Issue 2; 2(a)(iv); and 2(b)(i):**
 - a) What is the definition of parity?

- b) Pursuant to this definition, should BellSouth be required to provide the following and if so, under what conditions and at what rates:
- 1) Operational Support Systems ("OSS"),
 - 2) UNEs,
 - 3) Access to Numbering Resources
 - 4) An unbundled loop using Integrated Digital Loop Carrier ("IDLC") technology; and
 - 5) Priority guidelines for repair and maintenance and UNE provisioning?
4. **Issue 2(a)(i):** Should BellSouth be required to provide the specifications to enable ITC^DeltaCom to parse the Customer Service Records (CSRs)? If so, how?
5. **Issue 2(a)(i):** Should BellSouth be required to provide a download of the Regional Street Address Guide (RSAG)? If so, how?
6. **Issue 2(a)(ii):** Should BellSouth be required to provide changes to its business rules and guidelines regarding resale and UNEs at least 45 days in advance of such changes being implemented? If so, how?
7. **Issue 2(b)(ii):** Until the Commission makes a decision regarding UNEs and UNE combinations, should BellSouth be required to continue providing those UNEs and combinations that it is currently providing to ITC^DeltaCom under the interconnection agreement previously approved by this Commission?
8. **Issue 2(b)(iii):**
- a) Should BellSouth be required to provide to ITC^DeltaCom extended loops or the loop/port combination?
 - b) If so, what should the rates be?
9. **Issue 2(c)(i):** Should BellSouth be required to provide NXX testing functionality to ITC^DeltaCom? If so, how and at what rate?
10. **Issue 2(c)(ii):** What should be the installation interval for the following loop cutovers:
- a) single
 - b) multiple
11. **Issue 2(c)(iii):** Should SL1 orders without order coordination be specified by BellSouth with an a.m. or p.m. designation?

NOTE: DeltaCom believes that this issue 2(c)(iii) should be worded as follows:

- Issue 2(c)(iii):** BellSouth has offered order coordination, should SL1 orders without order coordination be specified by BellSouth with an a.m. or p.m. designation?
12. **Issue 2(c)(iv):** Should the party responsible for delaying a cutover also be responsible for the other party's reasonable labor costs? If so, at what cost?
13. **Issue 2(c)(v):** Should BellSouth be required to designate specific UNE Center personnel for coordinating orders placed by ITC^DeltaCom?
14. **Issue 2(c)(vi):** Should each party be responsible for the repair charges for troubles caused or originated outside of its network? If so, how should each party reimburse the other for any additional costs incurred for isolating the trouble to the other's network?
15. **Issue 2(c)(viii):** Should BellSouth be responsible for maintenance to HDSL and ADSL compatible loops provided to ITC^DeltaCom? If so, at what rate?
16. **Issue 2(c)(x):** Under what conditions, if any, should BellSouth be required to reimburse any costs incurred by ITC^DeltaCom to accommodate modifications made by BellSouth to an order after sending a firm order confirmation (FOC)? If so, what are the costs?
17. **Issue 2(c)(xiv):**
- a) Should BellSouth be required to coordinate with ITC^DeltaCom 48 hours prior to the due date of a UNE conversion?
 - b) If BellSouth delays the scheduled cutover date, should BellSouth be required to waive the applicable non-recurring charges?
 - c) Should BellSouth be required to perform dial tone tests at least 48 hours prior to the scheduled cutover date?
18. **Issue 2(f):** Should BellSouth be required to establish Local Number Portability (LNP) cutover procedures under which BellSouth must confirm with ITC^DeltaCom that every port subject to a disconnect order is worked at one time?
19. **Issue 2(g):** Should "order flow-through" be defined in the interconnection agreement, and if so, what is the definition?
20. **Issue 3:** Should BellSouth be required to pay reciprocal compensation to ITC^DeltaCom for all calls that are properly routed over local trunks, including calls to Internet Service Providers (ISPs)?

21. **Issue 3:** What should be the rate for reciprocal compensation per minute of use, and how should it be applied?
22. **Issue 3(h):** If ITC^DeltaCom needs to reconnect service following an order for a disconnect, should BellSouth be required to reconnect service within 48 hours?
23. **Issue 3(i):** Should BellSouth be required to maintain UNE/LCSC hours from 6 a.m. to 9 p.m.?
24. **Issue 3(m):** What type of repair information should BellSouth be required to provide to ITC^DeltaCom such that ITC^DeltaCom can keep the customer informed?
25. **Issue 4(a):** Should BellSouth provide cageless collocation to ITC^DeltaCom 30 days after a firm order is placed?
26. **Issue 4(c):** Should ITC^DeltaCom and its agents be subject to stricter security requirements than those applied to BellSouth's agents and third party outside contractors?
27. **Issue 5:** Should the Parties continue operating under existing local interconnection arrangements?

NOTE: ITC^DeltaCom believes that issue 5 should be worded as follows:
BellSouth disagrees.

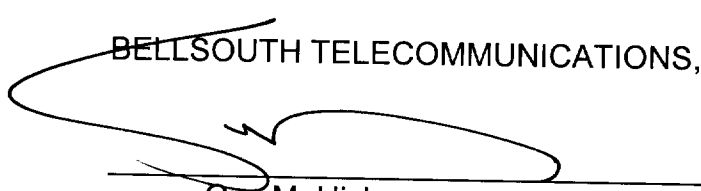
Issue 5:

- a) Should the current interconnection agreement language continue regarding cross-connect fees, reconfiguration charges or network redesigns, and NXX translations?
 - b) What should be the definition of the terms local traffic, and trunking options?
 - c) What parameters should be established to govern routing ITC^DeltaCom's originating traffic and each party's exchange of transit traffic?
 - d) Should the parties implement a procedure for binding forecasts?
28. **Issue 6(a):** What charges, if any, should BellSouth be permitted to impose on ITC^DeltaCom for BellSouth's OSS?
 29. **Issue 6(b):** What are the appropriate recurring and non-recurring rates and charges for:

- a) two-wire ADSL/HDSL compatible loops,
 - b) four-wire ADSL/HDSL compatible loops,
 - c) two-wire SL1 loops,
 - d) two-wire SL2 loops, or
 - e) two-wire SL2 loop Order Coordination for Specified Conversion Time?
30. **Issue 6(c):** Should BellSouth be permitted to charge ITC^DeltaCom a disconnection charge when BellSouth does not incur any costs associated with such disconnection?
31. **Issue 6(d):** What should be the appropriate recurring and non-recurring charges for cageless and shared collocation in light of the recent FCC Advanced Services Order No. FCC 99-48, issued March 31, 1999, in Docket No. CC 98-147?
32. **Issue 6(e):** Should BellSouth be permitted to charge ITC^DeltaCom for conversions of customers from resale to unbundled network elements? If so, what is the appropriate charge?
33. **Issue 7(b)(ii):** What procedures should ITC^DeltaCom and BellSouth adopt for meet-point billing?
34. **Issue 7(b)(iv):** Which party should be required to pay for the Percent Local Usage (PLU) and Percent Interstate Usage (PIU) audit, in the event such audit reveals that either party was found to have overstated the PLU or PIU by 20 percentage points or more?
35. **Issue 8(b):** Should the losing party to an enforcement proceeding or proceeding for breach of the interconnection agreement be required to pay the costs of such litigation?
36. **Issue 8(e):** Should language covering tax liability be included in the interconnection agreement, and if so, should that language simply state that each Party is responsible for its own tax liability?
37. **Issue 8(f):** Should BellSouth be required to compensate ITC^DeltaCom for breach of material terms of the contract?

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.



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CERTIFICATE OF SERVICE

I hereby certify that on August 19, 1999, a copy of the foregoing document was served on the parties of record, via the method indicated:

- ☒ Hand
☐ Mail
☐ Facsimile
☐ Overnight

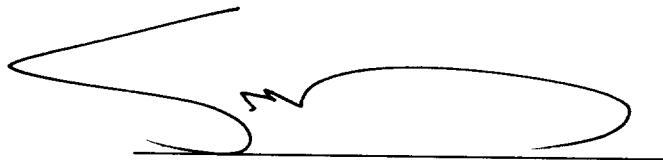
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A handwritten signature in black ink, appearing to read 'H. LaDon Baltimore', is written over a horizontal line.